

SO ORDERED.



TIFFANY & BOSCO
P.A.

Dated: February 10, 2010

**2525 EAST CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
TELEPHONE: (602) 255-6000
FACSIMILE: (602) 255-0192**

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-01060/0984000000003989353

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Robert M. Hughbanks and Jania D. Hughbanks

Debtors.

M&I Marshall & Ilsley Bank

Movant,

vs.

Robert M. Hughbanks and Jania D. Hughbanks,
Debtors, William E. Pierce, Trustee.

Respondents.

No. 2:09-bk-33026-RTBP

Chapter 7

ORDER

(Related to Docket #17)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

1 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed
2 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
3 property which is the subject of a Deed of Trust dated September 7, 2005 and recorded in the office of the
4 Yavapai County Recorder wherein M&I Marshall & Ilsley Bank is the current beneficiary and Robert M.
5 Hughbanks and Jania D. Hughbanks have an interest in, further described as:

6 LOT 9067, PRESCOTT VALLEY, UNIT NINETEEN, ACCORDING TO THE PLAT
7 RECORDED IN BOOK 15 OF MAPS, PAGES 45-48 RECORDS OF YAVAPAI COUNTY,
8 ARIZONA. EXCEPT ALL GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN
9 VARIOUS INSTRUMENTS OF RECORD.

10 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.

17 DATED this ____ day of _____, 2010.

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19 _____
20 JUDGE OF THE U.S. BANKRUPTCY COURT
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